

Karie A. Simmons
11127 NE. 162 ST.
Bothell, WA 98011

Jason Wilson-Aguilar,
Bankruptcy, Trustee
600 University St #130
Seattle, WA 98101

FILED
Western District of Washington
at Seattle
MAR 22 2022
MARK L. HATCHER, CLERK
OF THE BANKRUPTCY COURT

Re: Case no. 2210270

Dear Jason,

There are many very important reasons that I filed this Chapter 13 Bankruptcy.

The first and most important one was to secure the automatic stay provision to protect my home while I lawfully proceed through the Bankruptcy. The Second reason was then to give me an "honest and lawful forum" to discover which ones of the **Alleged Secure Creditors** would step up and make their claim, by filing their "Proof of Claim" in the Bankruptcy"!

The third reason is that, in this case, there are 3 individual Mortgage Companies that are all asking for similar but different payment amounts on my home, none of which I personally know of, nor none of which I originally dealt with when I first secured my original Mortgage for my home back on Jan/19/2007. I have listed all 3 of these Mortgage Companies' on my Chapter 13 Matrix. They are also listed in the paperwork that I have attached with this letter marked as Exhibits __, __, and __ (See enclosed for your review). I will go over these exhibits in detail with you, when we have our first Trustee Meeting, to answer any of your questions that will come up, as every one of them is an important part of this Chapter 13 Case, to show you all the Fraud that has taken place in this Case.

I understand that this is not the typical Chapter 13, but it is important and I want to pay any lawful amount due, on my original mortgage, but only to the **Lawful Secured Creditor**, and only what I truly, lawfully owe. I believe that you as my Bankruptcy Trustee would feel the same as I do, if you were in my situation, and it is my prayer that you will use your powers as a Trustee to assist and help me in getting to the bottom line of this important matter.

So far, over the last 10 years, not one of these "**Alleged Secure Claimants**", have yet been able to produce the lawful documentation and information that I have requested from them

to prove to me that I owe any of them, the amounts of Money that they are all claiming and requesting from me. To validate this fact, I have just sent all three of the "Secured Creditors" a registered letter to show you, what lawful information is needed for them to prove to me, you and to the Court for conformation, that any of them are, in fact the **Lawful Secured Creditor**, or that I owe them the amounts that they are all claiming. (See enclosed Exhibit's ____, ____, ____)

The reason that I filled out the "Chapter 13 Debtor form" in the way that I did is simple, as all the **alleged Secured Debt from all the Claimants is Disputed Debt**, and until all the Claimants file there **proofs of claim** in the Chapter 13 and we can lawfully put each one of them under oath and cross examine them, we won't be able to get to the bottom of this matter, to find the truth in all their alleged claims. As you can clearly see in Exhibits ____, ____, ____, that I have presented in this letter, you will see that all the numbers or amounts that are claimed by each of them, are all different and unsupported by any factual evidence.

Even their own numbers have different numbers on them. It will also be interesting to see what numbers they come up with on their **Proofs of Claim**, which will probably be much different than the ones that are alleged in all their previous paperwork. This is why the Chapter 13 is so very important, as I believe that it is a "**lawful and honest form**" that we can all use the discovery power of the Bankruptcy Court to get to the truth, in this matter. This is my goal and I'm sure it is yours also! I appreciate all your support now and in the future in achieving this goal.

I also have several non-biased, Expert Witnesses that I want to subpoena, when the time is right to do so, to testify on all evidence and facts within this case, which will be able to help you, me, and the Court to settle all this out.

Because of all these Mortgage Companies fighting over this property, the end result is a Clouded Title of my home, and an Inability for me to know for sure who to make my mortgage payment to. The Experts at our local Title Company, who "**can be subpoenaed**", have stated to me that they have not seen anything this bad or as extreme as this, in 30 years of being in business. Due to this Clouded Title, I have not been able to refinance, or sell my home that I have retained in my possession since 2007.

As a final note, you will also need to take notice of the fact that I filed Chapter 7 and the original debt on my home was discharged back in Dec/04/2008. But, here we are again, with these new Mortgage Companies claiming that I somehow owe them the Debt that was already discharged in the previous Chapter 7.

I look forward to working with you in helping me solve and resolve all these fraudulent and egregious issues, in this Chapter 13, once and for all!

Sincerely,

Date _____

Karie A. Simmons

Please see attached Exhibits:

Exhibit A. June 28, 2016 Dispute Letter

Exhibit B. PHH Payoff Quote

Exhibit C. Petitions for Verifications of Debt to Lenders

Exhibit D. Affidavit Letters to Lenders

Exhibit E. *opposition to Sale*

Exhibit A.

June 28, 2016

McCarthy & Holthus
108 1st Avenue South, Ste. 300
Seattle, WA 98104

Property Address: 11127 NE 162nd Street, Bothell, WA 98011
M&H File No.: **WA-16-733582-JUD**

Subject: Dispute to your Letter dated 6/1/2016

Dispute Sent Via FAX (206) 780-6862

To whom it may concern:

I am writing to respectfully **dispute** the alleged facts included in your letter dated 1/29/16. First of all, your letter stated that McCarthy & Holthus may be considered a debt collector attempting to collect a debt and any information obtained will be used for that purpose. However, any attempt to collect a debt that may be subject to automatic stay in a bankruptcy case, as you know, is wrongful.

I never received a Notice of Default from either McCarthy & Holthus nor Quality Loan Service Corporation as a prerequisite required by Washington state law before a Notice of Trustee Sale may commence. Please note there are currently at least two legal actions pending on this Deed of Trust including 1) Quality Loan Service Corp. Of Washington improper "Notice of Trustee's Sale" dated 1/29/16, and 2) Notice of Default dated 11/23/15 filed by Ocwen Loan Servicing, LLC, which means your action is duplicative "double-jeopardy" and already subject to "Lis Pendens" pending litigation.

As you know, I purchased the home in 2007, but unfortunately had to file Chapter 7 bankruptcy in April 2008, which was discharged effective on or about November 4, 2008 and included the asset and liability of this home. Following the discharge of my Chapter 7 bankruptcy in November 2008, I attempted to work with attorneys such as Robert Joseph Penfield and alleged home loan modification experts such as Tila Corp represented by Clarence Roland to help resolve the modification of my loan. Indeed, Tila Corp filed a series of documents that were recorded on title including but not limited to:

- Notice of discontinuance of trustee sale dated 7/22/13.
- Letters to Attorney General and all related parties and lenders dated 11/13/13.
- Deed in lieu of foreclosure dated 11/13/13.
- Deed of trust naming Corinthians Investors Group LLC as the borrower and Interbank Loan Servicing Corp as lender on this property effective 1/27/14.
- Grant, bargain, and sale deed stating Corinthians Investors Group LLC purchased this property and recorded title in the amount of \$300,000 dated 4/9/14 from the named seller Northwest Greenpoint 2007 Corporate Pass-through Certificates Series 2007.

Unfortunately, my attorney Robert Joseph Penfield was forced to resign from the Washington State Bar Association and my case due to disciplinary issues he was involved in on with other clients relating to his work on loan modifications. Second, I signed up with Tila Corp on November 13, 2013 and recently learned Clarence Roland and firm have been charged in several civil and criminal charges that prevent their ability from helping me any further. These issues have seriously encumbered my rights and clouded title, which have greatly limited my ability to pursue alternate remedies.

I am now a single divorced mother living in our home with two of my kids and two renters to help cover the utilities and maintenance of the property. I am honestly confused and dispute why your company has any right or claim considering the following actions taken:

- Chapter 7 bankruptcy that was discharged 11/4/2008 with no notice of default until 11/23/2015
- Worked with several attorneys to modify and resolve my loan that resulted in:
- Deed in lieu of foreclosure signed and dated 11/13/13, and
- Sale of home to Corinthians Investors Group LLC recorded with grant deed dated 4/9/2014

I feel I have done everything in my ability to restructure and satisfy all liens on my home, and committed to continue to do so in good faith, but I need to understand my rights, your rights, and how best to move forward. I have called all of the housing counselors and legal assistance recommended in the prior Notice of Trustee's Sale, which was postponed. Unfortunately, my case either doesn't qualify or is far too complicated for their qualifications. As a result, I respectfully request an in-person meeting with the current owner of the note you allegedly represent so that we may begin to work together to resolve these matters to our mutual satisfaction.

Furthermore, it is very difficult for me to understand why you would wait more than 7 years since my Chapter 7 bankruptcy to pursue a Notice of Default, and when you did so, you included an allegation I have not responded when it has taken your firm more than 7 years to do so since my Chapter 7 discharge. Indeed, OCWEN Loan Servicing, LLC, which acted on behalf of the Trust Grantee (s) stated in its Notice of Trustee's Sale including Mortgage Electronic Registration Systems, Inc. as nominee for Greenpoint Mortgage Funding, Inc. recently sent me a letter dated 1/13/16 confirming my Chapter 7 bankruptcy was rightfully discharged on December 4, 2008 and submitted a request to delete the trade line on the above mentioned loan, the confirmation number for this electronically submitted update is 77878088. This letter generated by OCWEN as the agent for the Deed of Trust Grantee (s) further states "As the obligation under the terms of the Note was discharged through bankruptcy, the borrowers are under no obligation to make any further loan payments.

I am more than willing to work with you and your organization toward a mutually satisfactory resolution, but I would like to respectfully request your firm to dismiss your wrongful collections efforts as was done before on 11/13/13 to enable all parties to pursue a more informed resolution.

I understand you state you represent HSBC BANK USA, National Association As Trustee for Merrill Lynch Mortgage Investors, Inc., Mortgage Pass-Through Certificates, Mana Series 2007-A2. However, I have no record of this alleged assignment, and this information is also contrary to prior litigation on this property which I have successfully defended. Moreover, it is my understanding that all assignment of loans must be recorded in Washington State in an effort to establish and defend the proper and legal chain of title. Legal counsel has informed me that if loan assignments are not properly recorded in Washington state, I have a likely claim for wrongful foreclosure, which I intend to pursue in order to protect my rights and interests especially considering the complex legal issues I have experienced on this property since my original Chapter 7 bankruptcy was discharged more than 7 years ago on 11/4/2008.

Please call me at (206) 300-8065 if you have any questions or require any additional information. Thank you in advance for your cooperation and assistance in resolving this dispute in a timely manner as it has been weighing hard on me and my family for an extended period of time.

Sincerely,

Karie A. Simmons

Exhibit B



MORTGAGE

PHH Mortgage Services
1 Mortgage Way
Mt. Laurel NJ 08054

Tel 877-744-2506
Fax 856-917-8300

December 11, 2021

Account Number: 7131401882

Karie A Simmons
11127 Ne 162nd St
Bothell, WA 98011

Property Address:
11127 NE 162nd St
Bothell WA 98011-6211

Mortgagor(s): Karie A Simmons

PAYOFF QUOTE
VALID THROUGH December 21, 2021

Dear Customer(s),

A payoff quote was requested for account number 7131401882. The total amount due is \$ 985,552.78, which will be valid through December 21, 2021. After this date, please request a new payoff letter.

As of the date of this letter, the mortgage payment due on February 01, 2008 has not yet been received and is now past due. If the payment was sent recently, please allow some time for the payment to reflect in our records.

Refer to the following pages for a detailed breakdown of this quote and for payment instructions.

Payoff funds should be sent by wire transfer, cashier's check, certified bank check, title company check, money order, attorney's escrow check, MoneyGram or Western Union. Funds not remitted in one of these forms will be returned, and the payoff will not be processed.

After receiving payoff funds, we will verify all amounts due and contact the issuer of the funds in the event of any discrepancies. After the payoff funds have been applied and the account has been reconciled, any overpayment of funds will be returned to the remitter through regular mail within 20 business days of the date the funds are received. Please allow additional time for mailing.

For any questions, our Customer Care Center can be reached at the phone number listed above Monday through Friday from 8:00 am to 9:00 pm and Saturday from 8:00 am to 5:00 pm ET.

Sincerely,
Loan Servicing
DES XP141

Log in to MortgageQuestions.com --- your servicing website connection.



3-814-BRZ42-0000013-001-02-000-000-000-000



MORTGAGE

PHH Mortgage Services
1 Mortgage Way
Mt. Laurel NJ 08054

Tel 877-744-2506
Fax 856-917-8300

See below for a breakdown of the total amount required to pay off the account referenced above on or before December 21, 2021, as well as complete payoff instructions.

Important Note: If there is an escrow account associated with the mortgage for property taxes and insurance, we may need to pay the tax and insurance bills before this payoff quote expires on December 21, 2021. Any additional disbursements made on behalf of the mortgage will be added to the amounts due on payoff.

A Lien Release Fee and Recording Fee are the costs charged by the county in which the property is located to record a lien release as allowed pursuant to the terms of the security instrument. A Lien Release Fee and Recording Fee will only be charged when the loan is paid in full and as allowed by applicable law. A Lien Release Fee and Recording Fee will be assessed in the amount of the actual cost which may vary at the time of recording.

Due Date of Monthly Payment: February 01, 2008

Interest Rate 6.50000%

Principal	\$	520,000.00
Interest		269,235.14
Escrow/Impound Overdraft		162,653.63
Unpaid Late Charges		966.96
Recoverable Balance		32,373.55
Lien Release Fee		.00
Recording Fee		293.50
Corporate Seconds		.00
Priority Stmt Fee		.00
Payoff Quote Fee		30.00
 TOTAL PAYOFF AMOUNT DUE BY 12-21-21	\$	 985,552.78
Bank Wire Fee	\$.00
TOTAL PAYOFF AMOUNT DUE VIA BANK WIRE TRANSFER BY 12-21-21	\$	985,552.78
 Next Due Date		 02-01-08
Quoted Date		12-11-21
Payoff Quote Expiration Date		12-21-21
Original Principal Balance	\$	520,000.00

Funds received after the "Total Amount Due to Pay Loan in Full" date indicated require additional interest of \$ 33.84 per day.

Log in to MortgageQuestions.com --- your servicing website connection.

For Return Address Purposes Only

Name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.

PHH MORTGAGE SERVICES
1 MORTGAGE WAY
MT. LAUREL, NJ 08054
(800) 449-8767

☒ CORRECTED (if checked)

01/30/20

Copy B
For Borrower

OMB No. 1545-0877 2019 Form 1099-A		Acquisition or Abandonment of Secured Property	
Account number (see instructions) 7131401882			
LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. WELLS FARGO BANK N A 625 MARQUETTE AVENUE MINEAPPO MN 55479 (800) 449-8767			
1 Date of lender's acquisition or knowledge of abandonment 10/25/19		2 Balance of principal outstanding \$ 520,000.00	
4 Fair market value of property \$ 834,000.00		5 If checked, the borrower was personally liable for repayment of the debt <input type="checkbox"/>	
6 Description of property 11127 NE 162ND ST BOTHELL WA 98011			

This is important tax information
and is being furnished to the IRS.
If you are required to file a return, a
negligence penalty or other sanction
may be imposed on you if taxable
income results from this transaction
and the IRS determines that it has
not been reported.

LENDER'S TIN 54-2199303	BORROWER'S TIN XXX-XX-9545
----------------------------	-------------------------------

BORROWER'S name, street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code

005337 01 MB 0.436 **AUTO -CDL-P05342-I



KARIE A SIMMONS
11127 NE 162ND ST
BOTHELL WA 98011-6211

Form 1099-A

(Keep for your records.)

005337

New York:

You may file complaints about the servicing of your loan with the New York State Department of Financial Services. For further information call the Department's Consumer Assistance Unit at 1-800-342-3736 or visit the Department's website at www.dfs.ny.gov.



Oregon:

Residential mortgage loan servicers are regulated by the Oregon Division of Financial Regulation. To file a complaint, call (888) 877-4894 or visit <http://dfr.oregon.gov>.

Texas:

COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550.

A complaint form and instructions may be downloaded and printed from the Department's website located at www.sml.texas.gov or obtained from the department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at smlinfo@sml.texas.gov.

RECIPIENT'S/LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. PHH MORTGAGE CORPORATION PO BOX 5452 MT. LAUREL, NJ 08054-5452 PHONE NO. 1-877-744-2506		<div style="display: flex; justify-content: space-between;"> <div> <p>*Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.</p> </div> <div style="text-align: center;"> <p>OMB No. 1545-0901</p> <p style="font-size: 2em;">2020</p> <p>Substitute Form 1098</p> </div> </div>	
RECIPIENT'S/LENDER'S TIN 22-2195996		<div style="display: flex; justify-content: space-between;"> <div> <p>1 Mortgage interest received from payer(s)/borrower(s)* \$ 0.00</p> <p>2 Outstanding mortgage principal \$ 520,000.00</p> <p>4 Refund of overpaid interest \$ 0.00</p> <p>6 Points paid on purchase of principal residence \$ 0.00</p> <p>7 <input type="checkbox"/> If address of property securing mortgage is the same as PAYER'S/BORROWER'S address, the box is checked, or the address or description is entered in box 8.</p> <p>8 Address or description of property securing mortgage (see instructions) 11127 NE 162ND ST BOTHELL WA 98011-6211</p> </div> <div> <p>3 Mortgage origination date 01/12/2007</p> <p>5 Mortgage insurance premiums \$ 0.00</p> </div> </div>	
PAYER'S/BORROWER'S name, street address (including apt. no.) city or town, state or province, country, and ZIP or foreign postal code 015731 01 MB 0-482 **AUTO -C02-P15746-I   KARIE A SIMMONS 11127 NE 162ND ST BOTHELL WA 98011-6211 OC		<div style="display: flex; justify-content: space-between;"> <div> <p>9 Number of properties securing the mortgage</p> <p>10 Other Real Estate Taxes paid \$8,646.26</p> <p>Account number (see instructions) 7131401882</p> </div> <div> <p>PAYER'S/BORROWER'S TIN XXX-XX-9545</p> </div> </div>	
		<p>11 Mortgage acquisition date</p>	

Form 1098

(Keep for your records)

IF YOU CLOSED YOUR LOAN WITH US IN 2020, ANY INTEREST PAID AT CLOSING IS INCLUDED IN BOX 1 OF YOUR 1098 FORM. PHH Mortgage Corporation is the servicer of your loan.

Annual Statement of Account

<u>2020 Year End Escrow Account Information</u>	<u>2020 Year End Unpaid Principal Balance</u>
\$144,622.64 - BEGINNING BALANCE \$18,759.52 - DISBURSEMENTS \$163,382.16 - ENDING BALANCE	\$520,000.00 BEGINNING BALANCE \$0.00 PRINCIPAL APPLIED \$520,000.00 ENDING BALANCE
<p><u>2020 Year End Interest Paid</u></p> <p>*See Box 1 of Mortgage Interest Statement</p>	
PROPERTY ADDRESS 11127 NE 162ND ST BOTHELL WA 98011-6211	



RECIPIENT'S/LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.

PHH MORTGAGE CORPORATION
PO BOX 5452
MT. LAUREL, NJ 08054-5452
PHONE NO. 1-877-744-2506

*Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.

OMB No. 1545-0001

2021

Substitute
Form 1098

Mortgage Interest Statement

RECIPIENT'S/LENDER'S TIN

22-2195996

PAYER'S/BORROWER'S name, street address (including apt. no.) city or town, state or province, country, and ZIP or foreign postal code

015733 01 MB 0.485 **AUTO -C02-P15748-I



KARIE A SIMMONS
11127 NE 162ND ST
BOTHELL WA 98011-6211

OC

9 Number of properties securing the mortgage

10 Other Real Estate Taxes paid
\$8,646.26

Account number (see instructions) PAYER'S/BORROWER'S TIN

7131401882 XXX-XX-9545

1 Mortgage interest received from payer(s)/borrower(s)
\$ 0.00

2 Outstanding mortgage principal
\$ 520,000.00

3 Mortgage origination date
01/12/2007

4 Refund of overpaid interest
\$ 0.00

8 Mortgage insurance premiums
\$ 0.00

6 Points paid on purchase of principal residence
\$ 0.00

7 ☐ If address of property securing mortgage is the same as PAYER'S/BORROWER'S address, the box is checked, or the address or description is entered in box 8.

8 Address or description of property securing mortgage (see instructions)

11127 NE 162ND ST
BOTHELL WA 98011-6211

Copy B For Payer/ Borrower

The information in boxes 1 through 9 and 11 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points, reported in boxes 1 and 6; or because you didn't report the refund of interest (box 4); or because you claimed a nondeductible item.

11 Mortgage acquisition date

orm 1098

(Keep for your records)

Annual Statement of Account

2021 Year End Escrow Account Information

\$144,622.64 - BEGINNING BALANCE
\$18,759.52 - DISBURSEMENTS
\$163,382.16 - ENDING BALANCE

2021 Year End Unpaid Principal Balance

\$520,000.00 BEGINNING BALANCE
\$0.00 PRINCIPAL APPLIED
\$520,000.00 ENDING BALANCE

2021 Year End Interest Paid

*See Box 1 of Mortgage Interest Statement

PROPERTY ADDRESS
11127 NE 162ND ST
BOTHELL WA 98011-6211

This material is not intended to provide, and should not be relied on for tax, legal, or accounting advice. The amount shown may not be fully deductible by you on your Income tax return. You should consult your own tax, legal, and accounting advisors.

The dollar amount located in Box 10 is the tax amount PHH paid on your behalf as billed to us by your local taxing authority and may include items other than "Real Estate Taxes". Please consult with a tax advisor on the deductibility, as we do not report this amount to the IRS and is informational only.



Exhibit C

AFFIDAVIT AND DECLARATION OF FACTS

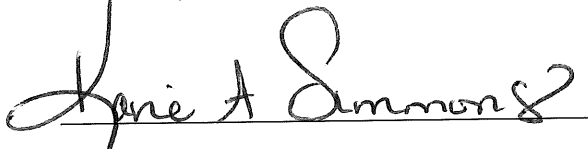
OF "PETITION FOR A VERIFICATION OF DEBT"

I, Karie A. Simmons, residing at 11127 NE 162nd St., Bothell, WA, herein referred to as and incorporated into this Affidavit as, "Affiant", does solemnly affirm, declare to the best of her abilities, verify, and state as follows:

1. Affiant is competent to state the matters set forth herein, and;
2. Affiant has first-hand personal knowledge of the facts stated herein, and;
3. Affiant states that all the fact stated herein are true, correct, and complete to the best of my knowledge of the information that is stated in my PETITION FOR A VERIFICATION OF DEBT that I authored on March 18/2022. If called upon as a witness, Affiant will testify to the veracity of my personal understandings and reasons for the drafting of this document.
4. Affiant has acted in "Good Faith and in Honor" by sending HSBC Bank USA a lawful copy of this document to allow them to have the time that they need to File their "Proof of Claim" in my Bankruptcy Case No. 2210270. I have also given them a detailed outline of information and the evidence that they will need to produce in order to substantiate their claim and to provide the necessary lawful elements for them to provide a **"Valid Claim within their Proof of Claim"** within my instant Bankruptcy Case.

FURTHER AFFIANT SAYETH NAUGHT.

"Under the PENALTY OF PERJURY, under the laws of the State of Washington, I certify that this "AFFIDAVIT AND DECLARATION OF FACTS, identified above, is true and correct, and that my 3-page Letter entitled PETITION FOR A VERIFICATION OF DEBT, that I drafted is to the best of my understanding and knowledge is done in Good Faith. I have sent it in advance to provide HSBC Bank USA with a detailed outline of the necessary lawful elements that they will need, in order to substantiate their "Proof of Claim" within my instant Bankruptcy Case.

 Date 3/18/22

Karie A. Simmons

Exhibit enclosed: 3-page Letter from Karie A. Simmons to PHH Mortgage.

AFFIDAVIT AND DECLARATION OF FACTS OF "PETITION FOR A VERIFICATION OF DEBT"

I, Karie A. Simmons, residing at 11127 NE 162nd St., Bothell, WA, herein referred to as and incorporated into this Affidavit as, "Affiant", does solemnly affirm, declare to the best of her abilities, verify, and state as follows:

1. Affiant is competent to state the matters set forth herein, and;
2. Affiant has first-hand personal knowledge of the facts stated herein, and;
3. Affiant states that all the fact stated herein are true, correct, and complete to the best of my knowledge of the information that is stated in my PETITION FOR A VERIFICATION OF DEBT that I authored on March 18/2022. If called upon as a witness, Affiant will testify to the veracity of my personal understandings and reasons for the drafting of this document.
4. Affiant has acted in "Good Faith and in Honor" by sending PHH Mortgage a lawful copy of this document to allow them to have the time that they need to File their "Proof of Claim" in my Bankruptcy Case No. 2210270. I have also given them a detailed outline of information and the evidence that they will need to produce in order to substantiate their claim and to provide the necessary lawful elements for them to provide a **"Valid Claim within their Proof of Claim"** within my instant Bankruptcy Case.

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_____ Date _____

Karie A. Simmons

Exhibit enclosed: 3-page Letter from Karie A. Simmons to PHH Mortgage.

AFFIDAVIT AND DECLARATION OF FACTS OF "PETITION FOR A VERIFICATION OF DEBT"

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1. Affiant is competent to state the matters set forth herein, and;
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3. Affiant states that all the fact stated herein are true, correct, and complete to the best of my knowledge of the information that is stated in my PETITION FOR A VERIFICATION OF DEBT that I authored on March 18/2022. If called upon as a witness, Affiant will testify to the veracity of my personal understandings and reasons for the drafting of this document.
4. Affiant has acted in "Good Faith and in Honor" by sending Wells Fargo Bank a lawful copy of this document to allow them to have the time that they need to File their "Proof of Claim" in my Bankruptcy Case No. 2210270. I have also given them a detailed outline of information and the evidence that they will need to produce in order to substantiate their claim and to provide the necessary lawful elements for them to provide a **"Valid Claim within their Proof of Claim"** within my instant Bankruptcy Case.

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_____ Date _____

Karie A. Simmons

Exhibit enclosed: 3-page Letter from Karie A. Simmons to Wells Fargo Bank

Exhibit D

IN THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE
CHAPTER 13 BANKRUPTCY

Date March 18th 2022

Case no. 2210270

Karie A. Simmons
11127 NE 162ND St.
Bothell, WA 98011
Plaintiff,

PETITION FOR A VERIFICATION OF
PROOF OF CLAIM OF YOUR
DEBT OR INTREST IN THIS REAL
PROPERTY OR RELEASE OF CLAIM

vs.

HSBC Bank USA
452 5th Ave.
New York, NY 10018
Defendant,

PETITION FOR A VERIFICATION OF DEBT

Reference TIN# (none)

Account No. 201510160000384

Plaintiff, Karie A. Simmons, does hereby lawfully request verification from HSBC Bank USA of the alleged debt, encumbrance, or interest in or on the property referenced in the Account No. above, in the form of a **“Proof of Claim”**. This documentation is necessary in order to establish whether Wells Fargo Bank, in this Case, has a lawful standing to bring forth remedies entitled to the Defendant in this instant Case. The Plaintiff in this instant case does hereby lawfully request the Defendant listed in this Case No. 2210270 **to produce the following documents** (listed on page 2), to be listed within your **“PROOF OF CLAIM” as lawful evidence and verification of your claim**. This action needs to be completed within the next 15 days from the Date of this Notice for the purpose of verification of the debt, encumbrance or interest in the real property noted above or your written **“Release of Claim”** to this property.

1. **Produce** the **Original “WET INK” Signature Promissory note** signed by the Defendant Karie A. Simmons in association with the loan pursuant to USC Title 18, Part 1, Chapter 101 § 2071.

2. **Provide proof** that the Defendant is in fact the **Lawful Note Holder in Due Course**, and that PHH Mortgage has a **“lawful standing as a Party of Interest”** in the original Promissory Note. This is because the Plaintiff has reason to believe that the Defendant might have bought an interest in the alleged Promissory Note, under a Mortgage-backed Securities Interest from another Mortgage Company, and that the Defendant is not a lawful party to, or within, the original Promissory Note.

3. Defendant **“must stipulate to Plaintiff in this case via a Lawful Affidavit”** signed under the “Penalty of Perjury” by someone who can be lawfully subpoenaed, who is able to show Proof that the Defendant in this instant case is in fact a **“Lawful Secured Creditor of the original Loan/Security Instrument”**. In this case, a Lawful Secured Creditor needs to show true double entry accounting of this debt as evidence of the transaction, within the original loan to the Plaintiff, according to the Generally Accepted Accounting Principles. (GAAP)

4. If the **“Defendant is unable”** to or for whatever reason cannot produce a **Lawful Proof of Claim that is signed under Penalty of Perjury, HSBC Bank USA** will be unable to have any Lawful standing in this instant Case, or any other future controversy or claim concerning this matter.

5. If the Defendant in this case is **“unable to produce”** a **“Lawful Proof of Claim”**, signed under the **Penalty of Perjury, then the Plaintiff in this Case, will pray to the Court to ask for an Order to have the Defendant’s Alleged Debt** discharged in favor of the Plaintiff. Then Plaintiff will be free to seek whatever lawful remedies or recourses that are due to the Plaintiff in this instant Case.

6. Defendants **“failure to respond”** to this letter will be taken by the Plaintiff as a Dishonor, and that the Defendant is acting in Bad Faith in this matter. Further, Defendant’s Silence will be used as evidence that Defendant has acquiesced in this matter, and it will be treated as an Administrative Default, per the Administrative Procedures Act of 1946. Further, if Defendant **“fails to respond”** within the time allowed in this Notice, Defendant’s **“Alleged Secured Debt”** will have no legal standing in this instant Case before this Bankruptcy Court.

7. Defendant’s **“failure to produce”** the **Original “WET INK” Signature on the Original Promissory note** will be taken by the Plaintiff as a Dishonor, and that the Defendant is acting in Bad Faith. Further, Defendant’s Silence will be used as evidence that **HSBC Bank USA** has acquiesced in this matter, and it will be treated as an **“Administrative Default”** as per the Administrative Procedures Act of 1946. In closing, Defendant’s **“failure to produce”** the documentation requested in this Petition will become the evidence that the Defendant’s Secured Creditor position in this matter, lacks the necessary lawful elements for a **“Valid Proof of Claim”**, and is therefore moot, in this instant Bankruptcy Case.

Sincerely,

Karie A Simmons Date 3/18/22

Karie A. Simmons, Plaintiff

CERTIFICATE OF SERVICE

I HERBY CERTIFY that a true and correct copy of the previous two pages of this **PETITION FOR A VERIFICATION OF DEBT** has been sent to HSBC Bank USA by way of **REGISTERED MAIL** to Defendant's at their last known address: HSBC Bank 452 5th Ave. New York, NY 10018 on this 18 day of March 2022.

Karie A Simmons

Karie A Simmons

Aunt J

Witness

REGISTERED MAIL NO. _____

IN THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE
CHAPTER 13 BANKRUPTCY

Date March 18th 2022

Case no. 2210270

Karie A. Simmons
11127 NE 162ND St.
Bothell, WA 98011
Plaintiff,

PETITION FOR A VERIFICATION OF
PROOF OF CLAIM OF YOUR
DEBT OR INTREST IN THIS REAL
PROPERTY OR RELEASE OF CLAIM

vs.

PHH Mortgage
1 Mortgage Way
Mt. Laurel, NJ 08054
Defendant,

PETITION FOR A VERIFICATION OF DEBT

Reference TIN# 22-2195996

Account No. 7131401882

Plaintiff, Karie A. Simmons, does hereby lawfully request verification from PHH Mortgage of the alleged debt, encumbrance, or interest in or on the property referenced in the PHH Account No. above, in the form of a **“Proof of Claim”**. This documentation is necessary in order to establish whether PHH Mortgage, in this Case, has a lawful standing to bring forth remedies entitled to the Defendant in this instant Case. The Plaintiff in this instant case does hereby lawfully request the Defendant listed in this Case No. 2210270 **to produce the following documents** (listed on page 2), to be listed within your **“PROOF OF CLAIM” as lawful evidence and verification of your claim**. This action needs to be completed within the next 15 days from the Date of this Notice for the purpose of verification of the debt, encumbrance or interest in the real property noted above or your written **“Release of Claim”** to this property.

1. **Produce** the **Original “WET INK” Signature Promissory note** signed by the Defendant Karie A. Simmons in association with the loan pursuant to USC Title 18, Part 1, Chapter 101 § 2071.

2. **Provide proof** that the Defendant is in fact the **Lawful Note Holder in Due Course**, and that PHH Mortgage has a “**lawful standing as a Party of Interest**” in the original Promissory Note. This is because the Plaintiff has reason to believe that the Defendant might have bought an interest in the alleged Promissory Note, under a Mortgage-backed Securities Interest from another Mortgage Company, and that the Defendant is not a lawful party to, or within, the original Promissory Note.

3. Defendant “**must stipulate to Plaintiff in this case via a Lawful Affidavit**” signed under the “Penalty of Perjury” by someone who can be lawfully subpoenaed, who is able to show Proof that the Defendant in this instant case is in fact a “**Lawful Secured Creditor of the original Loan/Security Instrument**”. In this case, a Lawful Secured Creditor needs to show true double entry accounting of this debt as evidence of the transaction, within the original loan to the Plaintiff, according to the Generally Accepted Accounting Principles. (GAAP)

4. If the “**Defendant is unable**” to or for whatever reason cannot produce a **Lawful Proof of Claim that is signed under Penalty of Perjury**, PHH Mortgage will be unable to have any Lawful standing in this instant Case, or any other future controversy or claim concerning this matter.

5. If the Defendant in this case is “**unable to produce**” a “**Lawful Proof of Claim**”, signed under the **Penalty of Perjury**, then the Plaintiff in this Case, will pray to the Court to ask for an Order to have the Defendant’s Alleged Debt discharged in favor of the Plaintiff. Then Plaintiff will be free to seek whatever lawful remedies or recourses that are due to the Plaintiff in this instant Case.

6. Defendants “**failure to respond**” to this letter will be taken by the Plaintiff as a Dishonor, and that the Defendant is acting in Bad Faith in this matter. Further, Defendant’s Silence will be used as evidence that Defendant has acquiesced in this matter, and it will be treated as an Administrative Default, per the Administrative Procedures Act of 1946. Further, if Defendant “**fails to respond**” within the time allowed in this Notice, Defendant’s “**Alleged Secured Debt**” will have no legal standing in this instant Case before this Bankruptcy Court.

7. Defendant’s “**failure to produce**” the **Original “WET INK” Signature on the Original Promissory note** will be taken by the Plaintiff as a Dishonor, and that the Defendant is acting in Bad Faith. Further, Defendant’s Silence will be used as evidence that PHH Mortgage has acquiesced in this matter, and it will be treated as an “**Administrative Default**” as per the Administrative Procedures Act of 1946. In closing, Defendant’s “**failure to produce**” the documentation requested in this Petition will become the evidence that the Defendant’s Secured Creditor position in this matter, lacks the necessary lawful elements for a “**Valid Proof of Claim**”, and is therefore moot, in this instant Bankruptcy Case.

Sincerely,

Karie Simmons Date 3/18/22

Karie A. Simmons, Plaintiff

CERTIFICATE OF SERVICE

I HERBY CERTIFY that a true and correct copy of the previous two pages of this **PETITION FOR A VERIFICATION OF DEBT** has been sent to PHH MORTGAGE by way of **REGISTERED MAIL** to Defendant's at their last known address: 1 Mortgage Way Mt. Laurel NJ, 08054 on this 18 day of March 2022.

Karie A Simmons

Karie A Simmons

Amst

Witness

REGISTERED MAIL NO. _____

IN THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE
CHAPTER 13 BANKRUPTCY

Date March 18th 2022

Case no. 2210270

Karie A. Simmons
11127 NE 162ND St.
Bothell, WA 98011
Plaintiff,

PETITION FOR A VERIFICATION OF
PROOF OF CLAIM OF YOUR
DEBT OR INTREST IN THIS REAL
PROPERTY OR RELEASE OF CLAIM

vs.

Wells Fargo Bank
625 Marquette Ave.
Minneapolis, MN 55479
Defendant,

PETITION FOR A VERIFICATION OF DEBT

Reference TIN# 54-2199303

Account No. 713140882

Plaintiff, Karie A. Simmons, does hereby lawfully request verification from Wells Fargo Bank of the alleged debt, encumbrance, or interest in or on the property referenced in the Account No. above, in the form of a **“Proof of Claim”**. This documentation is necessary in order to establish whether Wells Fargo Bank, in this Case, has a lawful standing to bring forth remedies entitled to the Defendant in this instant Case. The Plaintiff in this instant case does hereby lawfully request the Defendant listed in this Case No. 2210270 **to produce the following documents** (listed on page 2), to be listed within your **“PROOF OF CLAIM” as lawful evidence and verification of your claim**. This action needs to be completed within the next 15 days from the Date of this Notice for the purpose of verification of the debt, encumbrance or interest in the real property noted above or your written **“Release of Claim”** to this property.

1. **Produce** the **Original “WET INK” Signature Promissory note** signed by the Defendant Karie A. Simmons in association with the loan pursuant to USC Title 18, Part 1, Chapter 101 § 2071.

2. **Provide proof** that the Defendant is in fact the **Lawful Note Holder in Due Course**, and that PHH Mortgage has a **“lawful standing as a Party of Interest”** in the original Promissory Note. This is because the Plaintiff has reason to believe that the Defendant might have bought an interest in the alleged Promissory Note, under a Mortgage-backed Securities Interest from another Mortgage Company, and that the Defendant is not a lawful party to, or within, the original Promissory Note.

3. Defendant **“must stipulate to Plaintiff in this case via a Lawful Affidavit”** signed under the “Penalty of Perjury” by someone who can be lawfully subpoenaed, who is able to show Proof that the Defendant in this instant case is in fact a **“Lawful Secured Creditor of the original Loan/Security Instrument”**. In this case, a Lawful Secured Creditor needs to show true double entry accounting of this debt as evidence of the transaction, within the original loan to the Plaintiff, according to the Generally Accepted Accounting Principles. (GAAP)

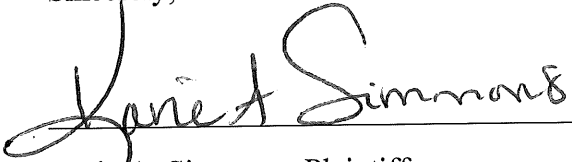
4. If the **“Defendant is unable”** to or for whatever reason cannot produce a **Lawful Proof of Claim that is signed under Penalty of Perjury**, Wells Fargo Bank will be unable to have any Lawful standing in this instant Case, or any other future controversy or claim concerning this matter.

5. If the Defendant in this case is **“unable to produce”** a **“Lawful Proof of Claim”**, signed under the **Penalty of Perjury**, then the Plaintiff in this Case, will pray to the Court to **ask for an Order to have the Defendant’s Alleged Debt** discharged in favor of the Plaintiff. Then Plaintiff will be free to seek whatever lawful remedies or recourses that are due to the Plaintiff in this instant Case.

6. Defendants **“failure to respond”** to this letter will be taken by the Plaintiff as a Dishonor, and that the Defendant is acting in Bad Faith in this matter. Further, Defendant’s Silence will be used as evidence that Defendant has acquiesced in this matter, and it will be treated as an Administrative Default, per the Administrative Procedures Act of 1946. Further, if Defendant **“fails to respond”** within the time allowed in this Notice, Defendant’s **“Alleged Secured Debt”** will have no legal standing in this instant Case before this Bankruptcy Court.

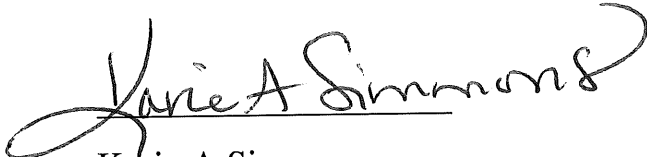
7. Defendant’s **“failure to produce”** the **Original “WET INK” Signature on the Original Promissory note** will be taken by the Plaintiff as a Dishonor, and that the Defendant is acting in Bad Faith. Further, Defendant’s Silence will be used as evidence that Wells Fargo Bank has acquiesced in this matter, and it will be treated as an **“Administrative Default”** as per the Administrative Procedures Act of 1946. In closing, Defendant’s **“failure to produce”** the documentation requested in this Petition will become the evidence that the Defendant’s Secured Creditor position in this matter, lacks the necessary lawful elements for a **“Valid Proof of Claim”**, and is therefore moot, in this instant Bankruptcy Case.


Sincerely,

 Date 3/18/22
Karie A. Simmons, Plaintiff

CERTIFICATE OF SERVICE

I HERBY CERTIFY that a true and correct copy of the previous two pages of this **PETITION FOR A VERIFICATION OF DEBT** has been sent to Wells Fargo Bank by way of **REGISTERED MAIL** to Defendant's at their last known address: Wells Fargo Bank 625 Marquette Ave. Minneapolis, MN 55749 on this 18 day of March 2022.


Karie A Simmons


Witness

REGISTERED MAIL NO. _____

Exhibit F

1 Karie A. Simmons
2 11127 NE 162nd St.
3 Bothell, WA 98011-6211
4 (425) 780-1585

5 *Defendant in Pro Se*

6
7 **IN THE SUPERIOR COURT OF THE STATE**
8 **OF WASHINGTON**
9 **KING COUNTY**

10 HSBC BANK USA, NATIONAL
11 ASSOCIATION AS TRUSTEE FOR
12 MERILL LYNCH MORTGAGE
13 INVESTORS, INC., MORTGAGE PASS-
14 THROUGH CERTIFICATES, MANA
15 SERIES 2007-A2,

16 Plaintiff

17 v.

18 KARIE A. SIMMONS, BANK OF
19 AMERICA, N.A.; NORTHEAST
20 GREENPOINT 2007 CORPORATE PASS-
21 THROUGH CERTIFICATES SERIES 2007;
22 CORINTHIANS INVESTORS GROUP, LLC;
23 OCCUPANTS OF THE PROPERTY,

24 Defendants

CASE NO.: 17-2-24539-9

OPPOSITION TO PLAINTIFF'S RENEWED
MOTION TO CONFIRM SHERIFF'S SALE

25 Defendant in *Pro Per*, Karie A. Simmons, (Defendant Simmons) hereby files her **Opposition**
26 **to Plaintiff's Renewed Motion to Confirm Sheriff's Sale**, wherein she requests that the
27 matter be denied; and that the October 25, 2019 Sheriff's Sale be voided. In violation of LCR
28 7(b), Plaintiff did not serve Defendant Simmons with its Renewed Motion to Confirm Sheriff's

1 Sale. Plaintiff discovered the document on her own after receiving an Order from the Court
2 denying Plaintiff's original Motion for Confirmation of October 25, 2019 Sheriff's Sale. She
3 therefore went online and discovered a Motion was filed on May 14, 2020; and she had her
4 Assistant order a copy of same. Her Assistant was unable to figure out how to receive an
5 electronic copy of the "Motion" filed on May 14, 2020; so she submitted a request to the King
6 County Clerk, who forwarded same to her Assistant today (May 27, 2020). This is when
7 Defendant Simmons discovered that Plaintiff HSBC had actually filed a Renewed Motion to
8 Confirm Sheriff's Sale. The problem with not being served is that Defendant Simmons had
9 recently discovered that there were multiple conflicts (amount of sale and Wells Fargo conflict
10 – see below), and out of an abundance of caution, Defendant Simmons e-filed her [Amended]
11 Opposition to Motion to Confirm Sheriff's sale on May 26, 2020. She now knows her
12 Opposition was erroneously titled and hereby submits this Opposition to Renewed Motion of
13 Sheriff's Sale. In doing so, Defendant Simmons hereby seeks an Order denying Plaintiff's
14 Renewed Motion to Confirm Sheriff's Sale; and that the Sheriff's Sale, conducted on October
15 25, 2019 be voided for the following reasons:

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21 **A. Discrepancy Regarding Amount the Subject Property Was Sold For at Sheriff's Sale.**

- 22
23 1. This matter is regarding the Sheriff's Return on Sale of Real Property regarding real
24 property located at 11127 NE 162nd St., Bothell, WA 98011 (the "Subject Property");
25 legal description:

26
27
28 *LOT 7 OF NORWAY KNOLL, AS PER PLAT RECORDED IN VOLUME 227
OF PLATS, PAGES 84 THROUGH 87, RECORD OF KING COUNTY*

1 *AUDITOR; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.*

2 *APN/PARCEL NO.: 620405-0070.*

- 3
- 4 2. On October 25, 2019, the King County Sheriff conducted a sale of the Subject Property
- 5 wherein the Deputy Sheriff asserted that HSBC BANK USA, NATIONAL
- 6 ASSOCIATION AS TRUSTEE FOR MERILL LYNCH MORTGAGE INVESTORS,
- 7 INC., MORTGAGE PASS-THROUGH CERTIFICATES, MANA SERIES 2007-A2
- 8 ("Plaintiff HSBC") was the highest and best bidder for the sum of Three Hundred
- 9 Eighty-Four Thousand and 00/100 (\$384,000.00) Dollars. (Sheriff's Return of Sale of
- 10 Real Property, stamped "Received," dated October 30, 2019 attached hereto as Exhibit
- 11 "A")
- 12
- 13
- 14
- 15 3. Upon a recent review of Plaintiff HSBC's Motion to Remand to State Court, filed on
- 16 January 8, 2020, in the US District Court of Washington – Western District (Case No.:
- 17 2:19-CV-01965-MJP); Defendant Simmons has discovered that abovementioned
- 18 Sheriff's Return of Sale of Real Property had additional pages that she had never seen
- 19 before (Motion to Remand Exhibit 5). There was an undated copy of the "Sheriff King
- 20 County Certificate of Sale of Real Property," stating that the Subject Property was sold
- 21 to Plaintiff HSBC for \$834,000.00. Defendant Simmons was not aware of, nor has she
- 22 ever received/been served with a copy of the Certificate of Sale. So now we have two
- 23 different amounts submitted by the King County Sheriff regarding the sale of the
- 24 Subject Property - \$384,000.00 and \$834,000.
- 25
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- 1 4. On November 29, 2019, Defendant Simmons received an Ex Parte Notice for a Motion
2 for Order and Confirmation of Sale, scheduled for December 3, 2019. (Attached hereto
3 as Exhibit "B"). After receipt of same, Defendant Simmons moved the matter to USDC
4 – Western District of WA, and presented Federal Removal documents to Judge John
5 Ruhl at the Ex Parte Hearing. Judge Ruhl acknowledged the removal and stated that the
6 matter would be stayed until the case was remanded to State Court. However, prior to
7 adjourning the hearing, Judge Rule admonished Plaintiff HSBC's counsel, Grace Chu
8 for having different sales amount on the documents and instructed her to correct her
9 documentation. Defendant Simmons was not privy to what documents Judge Ruhl was
10 referring to as she was never provided a copy re same.
- 11 5. As it pertains to Judge Ruhl's instructions to Plaintiff HSBC's attorney; since
12 Defendant was not privy to exactly what documents Judge Ruhl was referring to; and
13 based on the King County Superior Court Clerk's register, there has been no document
14 filed after the December 3, 2019 (date of appearance before Judge Ruhl wherein case
15 was stayed) until Plaintiff HSBC filed another Motion on April 8, 2019. Therefore,
16 Plaintiff can only surmise that Judge Ruhl was referring to the different amounts
17 listed on the Sheriff's Return on Sale of Real Property; Certificate of Sale of Real
18 Property Certification; and Plaintiff HSBC's Motion. There is no record in the King
19 County Superior Clerk's office of this discrepancy being corrected and based in part
20 regarding this discrepancy, Defendant Simmons hereby request that Plaintiff HSBC's
21 motion be denied; and that the October 25, 2019 Sheriff's Sale be voided.
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1 **B. At the Time of the Sheriff's Sale, Wells Fargo Was the Holder of the Note.**
2 **Therefore Sheriff's October 25, 2019 Sale Must Be Voided As Plaintiff HSBC Did**
3 **Not Have Standing to Foreclose On the Subject Property.**
4

- 5
6 6. Defendant Simmons has recently received a 2019 1099-A (Acquisition or Abandonment
7 of Secured Property) from PHH Mortgage Services, which shows that Wells Fargo
8 Bank, N.A. had knowledge of abandonment of the Subject Property on October 25,
9 2019 (date of foreclosure/Sheriff's Sale). (Attached hereto as Exhibit "C" is true and
10 correct copy of the 2019 1099-A.) The 1099 further lists the fair market value of the
11 Subject Property as \$834,000.00 (alleged amount Plaintiff HSBC purchased
12 property); with a balance of outstanding principle of \$520,000.00 (this is the same
13 amount listed as the Principle Balance on Page 2, Line 3 of Plaintiff HSBC's *In*
14 *Rem* Judgment and Decree, stamped Received March 15, 2019). So if Plaintiff
15 HSBC was the holder of the Note and had the authority to foreclose on the Subject
16 Property, why has PHH Mortgage Services, reported to this information to IRS, and
17 issued a copy of the 1099-A to Defendant Simmons, describing Wells Fargo Bank, N.A.
18 as the Lender that had knowledge of abandonment of the Subject Property on October
19 25, 2019? The Internal Revenue Service treats foreclosures as sales of property and
20 those properties' former owners could be liable for certain federal income taxes. So,
21 after a foreclosure a lender must file an IRS Form 1099-A, Acquisition or
22 Abandonment of Secured Property. It appears that as the actual Lender, Wells Fargo
23 has done just that. Further there is no record of the subject Property being assigned
24 from Wells Fargo Bank, NA to Plaintiff HSBC. Therefore, Plaintiff HSBC did not have
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1 standing to foreclose on the Subject Property; so the October 25, 2019 Sheriff's Sale
2 must not be confirmed; and the said sale must be voided.

3
4 7. We now know there are 2 separate entities that claim to have been the Lender with
5 standing to foreclose on the property on October 25, 2019. That can't be possible.

6 Based on the newly discovered information, there is a conflict and the October 25, 2019
7 Sheriff's Sale must not be confirmed; and the sale must be voided.
8

9 **CONCLUSION**

10
11 As a result of all of the above, Defendant Karie Simmons hereby respectfully requests that this
12 Honorable Court issue an Order setting forth that:
13

14 1. Plaintiff HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR
15 MERILL LYNCH MORTGAGE INVESTORS, INC., MORTGAGE PASS-THROUGH
16 CERTIFICATES, MANA SERIES 2007-A2's Renewed Motion to Confirm Sheriff's Sale,
17 filed on May 14, 2020 be *denied*;
18

19 2. That the aforementioned Sheriff's Sale conducted on October 25, 2019 be voided due to
20 Plaintiff HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR
21 MERILL LYNCH MORTGAGE INVESTORS, INC., MORTGAGE PASS-THROUGH
22 CERTIFICATES, MANA SERIES 2007-A2's lack of standing to foreclose on the Subject
23 Property at the October 25, 2019 Sheriff's Sale (Wells Fargo Bank, N.A. claimed to have
24 standing at the time of the Sheriff's Sale as well); or in the alternative
25

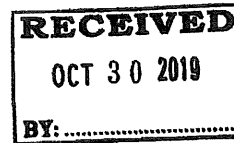
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3. That the any hearing on Plaintiff's Renewed Motion to Confirm Sheriff's Sale be Stayed until the above-referenced conflicts are addressed; and Defendant Karie Simmons be granted leave to file a motion to reopen case; or to file a separate action to void the Sale.

Respectfully submitted,

Dated: May 27, 2020

By: /s/ Karie A. Simmons
KARIE A. SIMMONS, In *Pro Se*



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11

SHERIFF
KING COUNTY

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR KING
COUNTY

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HSBC BANK USA, NATIONAL
ASSOCIATION AS TRUSTEE FOR
MERRILL LYNCH MORTGAGE
INVESTORS, INC., MORTGAGE PASS-
THROUGH CERTIFICATES, MANA
SERIES 2007-A2
Plaintiff,
vs.
KARIE A. SIMMONS; et al.
Defendants.

SHERIFF'S RETURN ON SALE OF
REAL PROPERTY

Cause No. 17-2-24539-9 SEA

Judgment Rendered on: March 15, 2019
Order of Sale Issued: August 21, 2019
Date of Levy: September 9, 2019
Date of Sale: October 25, 2019

19
20

The Sheriff of King County, through the civil unit supervisor or his or her designee, certify that
the King County Sheriff's Office levied upon and sold the following real property at public
auction, after due legal notice to:

21
22

HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS, INC., MORTGAGE PASS-THROUGH CERTIFICATES,
MANA SERIES 2007-A2

23
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who was the highest and best bidder therefore, at such sale, for the sum of: Three Hundred
Eighty-Four Thousand and 00/100 (\$384,000.00) Dollars, the real estate, situate in King County,
State of Washington, further described as:

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LOT 7 OF NORWAY KNOLL, AS PER PLAT RECORDED IN VOLUME 227 OF PLATS,
PAGES 84 THROUGH 87, RECORD OF KING COUNTY AUDITOR; SITUATE IN THE
COUNTY OF KING, STATE OF WASHINGTON.
APN/PARCEL NO.: 620405-0070.

COPY

Page 1 of 2


D-108 5/2015

EXHIBIT "A"

The Sheriff's Office levied by filing a copy of the document with a description of the property, with the Recorder of King County. The Sheriff's Office caused to be posted a notice of the time and place of sale, particularly describing the property, for a period not less than four weeks prior to the date of sale in three public places in the County. One was posted at the first floor lobby of the County Courthouse. In case of improved real estate, one was posted at the front door of the principal building constituting such improvement. The Sheriff's Office caused a copy of said notice to be published once a week, consecutively, for the same period in a legal newspaper of general circulation published for this county, as shown by the affidavit of the publisher attached hereto and incorporated by this reference. On the date established for sale, the Sheriff's Office sold at public auction the subject property in separate known lots or parcels, or otherwise as was most likely to bring the highest price, in the manner specified by law. The Sheriff's Office thus struck off the property to the purchaser for the price specified; applied the proceeds to the judgment, interest and costs; issued a certificate of purchase; and delivered the certificate of purchase and the money paid at auction, if any, to the Clerk of the Court, noting that said real estate may be subject to redemption according to law. The Sheriff's Office further notes that there resulted a deficiency of \$80,224.13.

WHEREFORE I return said Order of Sale on Real Property, with the Return of my doings thereunder, as above set forth, to the Clerk of the Court named therein.

MITZI JOHANKNECHT, SHERIFF
KING COUNTY, WASHINGTON

By: 
Eva Cunto
Civil Unit Supervisor
King County Sheriff's Office
516 3rd Avenue Room W-150
Seattle, WA 98104

SHERIFF'S FEES

Certificate of Purchase	\$ 74.00
Conducting Sale	\$ 74.00
Filing Notice	\$ 33.00
Levy	\$ 74.00
Notice to Publisher	\$ 2.00
Posting	\$ 51.00
Recorders Fee	\$111.50
Return to Court	\$ 26.00
Service of Writ	\$ 44.00
Certified Mail	\$ 6.00
<u>Mileage</u>	<u>\$ 17.00</u>

Total: \$512.50

ATTORNEY:
MCCARTHY & HOLTHUS, LLP
108 1ST AVENUE S
STE 300
SEATTLE, WA 98104
(206) 596-4856

Page 2 of 2

D-108 5/2015

EXHIBIT "A"

SHERIFF
KING COUNTY

CERTIFICATE OF PURCHASE OF REAL ESTATE

STATE OF WASHINGTON

) CAUSE#: 17-2-24539-9 SEA

)ss

COUNTY OF KING

)

HSBC BANK USA, NATIONAL
ASSOCIATION AS TRUSTEE FOR
MERRILL LYNCH MORTGAGE
INVESTORS, INC., MORTGAGE
PASS-THROUGH CERTIFICATES,
MANA SERIES 2007-A2

Judgment Rendered On: March 15, 2019

Order of Sale Issued: August 21, 2019

Date of Certificate: October 25, 2019

Date of Sale: October 25, 2019

vs

KARIE A. SIMMONS; et al.

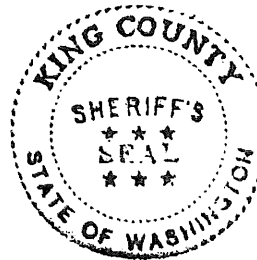
I, Sheriff of King County, State of Washington, do hereby certify that under and by virtue of the Order of Sale issued out of the above entitled Court, in the above entitled action, by which I was commanded to sell the property hereinafter described according to law, and apply the proceeds of such sale to the satisfaction of the judgment in said action, amounting to Eight Hundred Thirty-Nine Thousand Nine Hundred Seventy and 48/100(\$839,970.48) Dollars, with interest and costs of suit, I levied on and have this day, after legal notice, sold at public auction to HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS, INC., MORTGAGE PASS-THROUGH CERTIFICATES, MANA SERIES 2007-A2 who was the highest and best bidder therefor, at such sale, for the sum of Eight Hundred Thirty-Four Thousand and 00/100 (\$834,000.00) Dollars, which was the highest sum bid at such sale, the real estate, situate in King County, State of Washington, described on the reverse side hereof, and that said property is subject to redemption, pursuant to statute.

Redemption Period: Eight (8) months

SHERIFF MITZI JOHANKNECHT
KING COUNTY SHERIFF'S OFFICE

By:

Det. Hugo Espinoza



COPY

D-107 5/2015

EXHIBIT "A"

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Cause Number: 17-2-24539-9 SEA

LEGAL DESCRIPTION

HSBC BANK USA, NATIONAL ASSOCIATION
AS TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS, INC., MORTGAGE
PASS-THROUGH CERTIFICATES, MANA
SERIES 2007-A2

LOT 7 OF NORWAY KNOLL, AS PER PLAT
RECORDED IN VOLUME 227 OF PLATS, PAGES
84 THROUGH 87, RECORD OF KING COUNTY
AUDITOR; SITUATE IN THE COUNTY OF
KING, STATE OF WASHINGTON.
APN/PARCEL NO.: 620405-0070.

Plaintiff,

vs.

KARIE A. SIMMONS; et al.
Defendants.

CERTIFICATE OF PURCHASE

SHERIFF OF KING COUNTY

EXHIBIT "A"

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF KING

HSBC BANK USA, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH MORTGAGE
INVESTORS, INC., MORTGAGE PASS-THROUGH
CERTIFICATES, MANA SERIES 2007-A2,

Plaintiff,

vs.

KARIE A. SIMMONS; BANK OF AMERICA, N.A.;
NORTHWEST GREENPOINT 2007 CORPORATE
PASS-THROUGH CERTIFICATES SERIES 2007;
CORINTHIANS INVESTORS GROUP, LLC;
OCCUPANTS OF THE PROPERTY,

Defendants.

CASE NO. 17-2-24539-9 SEA

EX PARTE NOTICE OF COURT DATE
(Commissioners)
SEATTLE COURTHOUSE ONLY
(Clerk's Action Required)
(NTMTDK)

TO: THE CLERK OF THE COURT and to all other parties per list on Page 2:
PLEASE TAKE NOTICE that an issue of law in this case will be heard on the date below and the Clerk is
directed to note this issue on the calendar checked below.

Calendar Date: 12/03/2019 Day of Week: Tuesday

Nature of Motion: Plaintiff's Motion and Order for Confirmation of Sale

EX PARTE MOTIONS [LCR 7(b)(3)(D)] - Seattle in W325

The original of this notice must be filed at the Clerk's Office not less than six court days prior to the requested
hearing date for these calendars. Motions are scheduled 9:00-11:30 a.m. & 1:30-3:45 in W325 (except as
indicated):

Ex Parte hearings do not require confirmation.

☐ Eviction Hearing Time: 9:00 a.m.

☒ Other Ex Parte Motion. Hearing Time: 9:00 AM

The original of this notice must be filed at the Clerk's Office not less than fourteen calendar days prior to
requested hearing date - Deliver Working Papers (on accountings, contested or complex cases) to W325

☐ Adoption Final Hearing, Hearing Time: ☐ 9:00 a.m. ☐ 1:30 p.m. (LCR 93.04)

☐ Final Decree

☐ ☐ Atty. to Appear Hearing Time: ☐ No Attorney Hearing Time: 1:30 p.m.

☐ Probate/Guardianship, Hearing Time: 10:30 a.m. (LCR 96.04, 96.16, 96.20)

You may list an address that is not your residential address where you agree to accept legal documents.

Sign: s/Grace Chu

Print/Type Name: Grace Chu

WSBA #: 51256

(If attorney)

Attorney for: McCarthy & Holthus, LLP

Address: 108 1st Ave South, Suite 200

City, State, Zip: Seattle, WA 98104

Telephone: (206) 598-4856

Email Address: gchu@mccarthyholthus.com

Date: 11/21/2019

EX PARTE NOTICE OF COURT DATE - SEATTLE COURTHOUSE ONLY

NTMTDK-EXP-CSEA 07/07/18

www.mccarthyholthus.com

Page 1

EXHIBIT "B"

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For Return Address Purposes Only <small>Name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.</small> PHH MORTGAGE SERVICES 1 MORTGAGE WAY MT. LAUREL, NJ 08054 (800) 449-8767		<input checked="" type="checkbox"/> CORRECTED (if checked)		01/30/20		
		OMB No. 1545-0077 2019 Form 1099-A		Acquisition or Abandonment of Secured Property		
		Account number (see instructions) 7131401882				
LENDER'S TIN 54-2199303		BORROWER'S TIN XXX-XX-9545				
BORROWER'S name, street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code 005337 01 MB 0-436 **AUTO -C01-P05342-I   KARIE A SIMMONS 11127 NE 162ND ST BOTHELL WA 98011-6211		LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. WELLS FARGO BANK N A 626 MARQUETTE AVENUE MINNEAPPO MN 55479 (800) 449-8767		<small>This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.</small>		
		1 Date of lender's acquisition or knowledge of abandonment 10/25/19				2 Balance of principal outstanding \$ 520,000.00
		4 Fair market value of property \$ 834,000.00				5 If checked, the borrower was personally liable for repayment of the debt <input type="checkbox"/>
		6 Description of property 11127 NE 162ND ST BOTHELL WA 98011				
Form 1099-A		(Keep for your records.)		005337		
<p>New York: You may file complaints about the servicing of your loan with the New York State Department of Financial Services. For further information call the Department's Consumer Assistance Unit at 1-800-342-3736 or visit the Department's website at www.dfs.ny.gov.</p> <p>Oregon: Residential mortgage loan servicers are regulated by the Oregon Division of Financial Regulation. To file a complaint, call (888) 877-4894 or visit http://dfr.oregon.gov.</p> <p>Texas: COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550. A complaint form and instructions may be downloaded and printed from the Department's website located at www.sml.texas.gov or obtained from the department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at smlinfo@sml.texas.gov.</p>						

EXHIBIT "C"



IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF KING

HSBC BANK USA, NATIONAL
ASSOCIATION AS TRUSTEE FOR
MERRILL LYNCH MORTGAGE
INVESTORS, INC., MORTGAGE PASS-
THROUGH CERTIFICATES, MANA
SERIES 2007-A2,

Plaintiff,

vs.

KARIE A. SIMMONS; BANK OF
AMERICA, N.A.; NORTHWEST
GREENPOINT 2007 CORPORATE PASS-
THROUGH CERTIFICATES SERIES 2007;
CORINTHIANS INVESTORS GROUP, LLC;
OCCUPANTS OF THE PROPERTY;

Defendants.

Case No.: 17-2-24539-9

IN REM JUDGMENT AND DECREE OF
FORECLOSURE

JUDGMENT SUMMARY

Judgment Creditor:	HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS, INC., MORTGAGE PASS-THROUGH CERTIFICATES, MANA SERIES 2007-A2
Attorneys for Judgment Creditor:	McCarthy & Holthus, LLP Wendy Walter, WSBA No. 33809 Warren Lance, WSBA No. 51586
Judgment Debtor:	Karie A. Simmons [<i>in rem</i>]
Attorney for Judgment Debtor:	n/a

JUDGMENT AND DECREE - 1
MH FILE NO.: WA-16-733582-JUD

MCCARTHY & HOLTHUS, LLP
108 1ST AVENUE SOUTH, STE. 300
SEATTLE, WA 98104
PH: (206) 596-4856
FX: (206) 274-4902

EXHIBIT "D"

1 Detailed explanation itemized judgment:

2	Principal Balance	\$520,000.00
3	Interest Principal Balance through 4/11/2018	\$195,361.25
4	Taxes	\$43,919.24
5	Insurance	\$14,541.70
6	Escrow Payments/Credits	(\$46.32)
7	Prior Servicer Escrow Balance	\$50,763.60
8	Property Inspections	\$458.25
9	Late Charges	\$966.96
10	Title Search Cost	\$1,245.06
11	Foreclosure fee/cost	\$1,917.96
12	Property Inspections	\$509.75
13	Title Search Cost	\$1,324.35
14	Mailing Costs	\$274.26
15	Attorney Fees	\$664.50
16	Foreclosure Cost	\$1,190.50
17	Subtotal	\$833,091.06
18	Attorney's Fees	\$5,972.50
19	Mailing Cost	\$8.21
20	Complaint Filing Fee	\$242.49
21	Service of Process	\$590.00
22	Statutory Mailings	\$21.24
23	Judges Working Copies	\$44.98
24	JUDGMENT TOTAL	\$839,970.48

25 Post judgment interest (principal plus accrued prejudgment interest, plus awarded costs,
26 disbursements and attorney fees) shall accrue at variable rates (simple) from the date of the
27 judgment.

28 This matter came before the Court on Plaintiff's Motion for Judgment and for Decree of
Foreclosure *in rem* as to the real property described below. The Court having reviewed the

JUDGMENT AND DECREE - 2
MH FILE NO.: WA-16-733582-JUD

MCCARTHY & HOLTHUS, LLP
108 1ST AVENUE SOUTH, STE. 300
SEATTLE, WA 98104
PH: (206) 596-4856
FX: (206) 274-4902

EXHIBIT "D"

1 Plaintiff's Motion, Affidavit of Plaintiff and Declaration of Counsel filed in support thereof, and
2 the records and pleadings on file herein, and being fully advised, hereby finds that the allegations
3 of the Complaint are true; that Plaintiff is entitled to judgment as a matter of law; that no just
4 reason exists for delay and that judgment should be entered in favor of Plaintiff as more
5 particularly set forth herein.

6 IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff shall have judgment as
7 follows:

8 1. That HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR
9 MERRILL LYNCH MORTGAGE INVESTORS, INC., MORTGAGE PASS-THROUGH
10 CERTIFICATES, MANA SERIES 2007-A2 is awarded judgment against KARIE A.
11 SIMMONS, BANK OF AMERICA, N.A., NORTHWEST GREENPOINT 2007 CORPORATE
12 PASS-THROUGH CERTIFICATES SERIES 2007, CORINTHIANS INVESTORS GROUP,
13 LLC, and OCCUPANTS OF THE PROPERTY, *in rem* as to the real property described below.
14 Said judgment shall be valued as follows: the principal sum of \$520,000.00 together with interest
15 at variable rates per annum from date of default to date of entry of this judgment; reasonable
16 attorney's fees and Plaintiff's costs and disbursement herein to be taxed. Said judgment shall
17 bear interest at variable rates per annum until paid.

18 2. Plaintiff's lien is a valid first lien upon the property commonly known as 11127
19 NE 162nd Street, Bothell, WA 98011-6211 (the "Property") and legally described in the attached
20 Exhibit 1 to Judgment, with Assessor's Parcel Number: 620405-0070 and that lien is superior
21 to any interest, lien or claim of the Defendants.

22 3. The deed in lieu of foreclosure ("DIL") in favor of NORTHWEST
23 GREENPOINT 2007 CORPORATE PASS-THROUGH CERTIFICATES SERIES 2007,
24 recorded on 01/13/2014 with the county Auditor under Instrument No. 20140113000278 is
25 ineffective for want of authority, consideration, delivery, and acceptance, and as a fraud upon the
26 parties. Said deed ineffective as a conveyance, and null and void.

27
28 JUDGMENT AND DECREE - 3
MH FILE NO.: WA-16-733582-JUD

MCCARTHY & HOLTHUS, LLP
108 1ST AVENUE SOUTH, STE. 300
SEATTLE, WA 98104
PH: (206) 596-4856
FAX: (206) 774-4000

EXHIBIT "D"

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4 1 4. The Grant, Bargain, and Sale Deed by NORTHWEST GREENPOINT 2007
5 2 CORPORATE PASS-THROUGH CERTIFICATES SERIES 2007 in favor of CORINTHIANS
6 3 INVESTORS GROUP, LLC, recorded on 04/09/2014 with the county Auditor under Instrument
7 4 No. 20140409000666 is ineffective for want of consideration, want of authority to transfer title,
8 5 and invalid chain of title. Said deed was made without valid title interest vested in the grantor,
9 6 and as such the deed was ineffective. The said deed is null and void, and is removed from title.

10 7 5. Plaintiff's lien is foreclosed and the Property may be sold by the Sheriff of King
11 8 County at a foreclosure sale in the manner provided by law, and the proceeds thereof are to be
12 9 applied to the Judgment. Any increased interest and such additional amounts as Plaintiff may
13 10 advance for taxes, assessments, municipal charges, and such other items as may constitute liens
14 11 on the property, together with insurance and repairs necessary to prevent the impairment of the
15 12 security, together with interest thereon from the date of payment may also be added to the
16 13 Judgment and paid from sale of the Property.

17 14 6. Defendants' interests, and those of all persons claiming by, through or under
18 15 them, as purchasers, encumbrances, or otherwise, are adjudged inferior and subordinate to that of
19 16 Plaintiff and are forever foreclosed of all interest, lien, or claim in the real property described
20 17 above and every portion thereof, excepting only any statutory right of redemption as Defendants
21 18 may have therein.

22 19 7. Plaintiff or any other party to this suit may become the purchaser at the sale of the
23 20 real property. The purchaser is entitled to exclusive possession of the real property from and
24 21 after the date of sale and is entitled to such remedies as are available at law to secure possession,
25 22 including a writ of assistance, if Defendants or any other party or person shall refuse to surrender
26 23 possession to the purchaser immediately on the purchaser's legal demand for possession.

27 24 8. Plaintiff shall not be awarded a deficiency judgment against Defendant, KARIE
28 25 A. SIMMONS.

29 26 9. This Judgment shall be supplemented by Plaintiff, through Declaration of
30 27 Counsel, to reflect the amount due without further notice to Defendants.

31 28 JUDGMENT AND DECREE - 4
MH FILE NO.: WA-16-733582-JUD

MCCARTHY & HOLTHUS, LLP
108 1ST AVENUE SOUTH, STE. 300
SEATTLE, WA 98104
PH: (206) 596-4856
FAX: (206) 774-4000

EXHIBIT "D"

10. That the period of redemption from such sheriff's sale be, and the same is hereby,
fixed at 8 months next ensuing after said sale.

Dated: March 15, 2019

John R. Ruhl

King County Superior Court Judge

Presented by:
McCarthy & Holthus, LLP

John R. Ruhl

/s/ Warren Lance

Wendy Walter WSBA No. 33809

Judson Taylor WSBA No. 46127

Grace Chu WSBA No. 51256

x Warren Lance WSBA No. 51586

108 1st Avenue South, Ste. 300

Seattle, WA 98104

wlance@mccarthyholthus.com

Attorneys for Plaintiff

JUDGMENT AND DECREE - 5

MH FILE NO.: WA-16-733582-JUD

MCCARTHY & HOLTHUS, LLP
108 1ST AVENUE SOUTH, STE. 300
SEATTLE, WA 98104
PH: (206) 596-4856
FX: (206) 274-4902

EXHIBIT "D"

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CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of May, 2020, I served a copy of the foregoing
OPPOSITION TO PLAINTIFF'S RENEWED MOTION TO CONFIRM SHERIFF'S SALE
by U.S. Mail, postage prepaid on the following:

Grace Chu
McCarthy Holthus
108 1st Avenue South, Ste 300
Seattle, WA 98104
(206) 596-4856

Also served via email: gchu@mccarthyholthus.com

Dated: May 27, 2020

By: _____/s/ Karen Cox_____
Karen Cox